

Revised Agenda Item No. 5

Plans and Programs Policy Committee

October 20, 2010, at 12:00 noon

Location:

San Bernardino Associated Governments
Super Chief Conference Room
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410

Discussion Calendar

Subregional Transportation Planning & Programming

5. Jurisdiction Master Agreements with the Cities of Colton and Yucaipa

- 1) Approve Jurisdiction Master Agreement C10244 with the City of Colton in the amount of \$158,780.
- 2) Approve Jurisdiction Master Agreement C10256 with the City of Yucaipa in the amount of \$381,060.

This item is revised to add Jurisdiction Master Agreement C10256 with the City of Yucaipa. The need to execute this Agreement came up after printing and mailing of the Plans and Programs Committee Agenda.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

REVISED AGENDA ITEM: 5

Date: October 20, 2010

Subject: Jurisdiction Master Agreements with the Cities of Colton and Yucaipa

Recommendation:*
 1) Approve Jurisdiction Master Agreement C10244 with the City of Colton in the amount of \$158,780.
 2) Approve Jurisdiction Master Agreement C10256 with the City of Yucaipa in the amount of \$381,060.

Background: The SANBAG Board adopted the Measure I 2010-2040 Strategic Plan in April 2009. As part of the Strategic Plan, the Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policies 40001 and 40006 provide the framework for administering the sub-program. One of the requirements established was that jurisdictions must execute a Jurisdiction Master Agreement with SANBAG before they are eligible to begin the expenditure of Measure I funds allocated to their jurisdiction under the sub-program.

Allocations of Measure I funds are approved through the annual apportionment and allocation process and are subsequently included in the annual SANBAG Budget. The Jurisdiction Master Agreement is designed to include multiple arterial projects for a single jurisdiction, and the project list included in Attachment A to the agreement will be updated on an annual basis as jurisdictions amend their Capital Project Needs Analysis (CPNA) and receive additional allocations of funding.

*

*Approved
Plans and Programs Policy Committee*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COG		CTC	X	CTA		SAFE			CMA

Check all that apply

ppc1010a-ss

Attachments: C10244, C10256

The first two years of projects included in the CPNA submitted to SANBAG by each jurisdiction are included in Attachment A to the Jurisdiction Master Agreement. Jurisdictions may expend Measure I funds on any of these projects, up to the allocation limit referenced in Attachment B. Following expenditure of funds, jurisdictions will submit invoices for project expenditures, and SANBAG will reimburse jurisdictions for the public share of expenditures up to the allocation limit.

Jurisdictions with expenditures that exceed the allocation limit may be reimbursed for those expenditures in a subsequent fiscal year after additional allocation(s) of Measure I to the jurisdiction are approved by the SANBAG Board. Providing for advance expenditure allows project delivery to continue with the jurisdiction's own funds, with the expectation of future reimbursement by SANBAG for the public share. Jurisdictions that incur advance expenditures must accept the risk that the SANBAG Board may not allocate sufficient funds to cover the entire public share of advance expenditures in the subsequent year.

Approval is requested for the Jurisdiction Master Agreements with the Cities of Colton and Yucaipa. The agreements will be amended annually, with updated information in Attachments A and B as projects are added or modified and the allocation limit is increased.

- Financial Impact:*** This item is consistent with the approved Fiscal Year 2010/2011 Budget, Task No. 51511000 Valley Apportionment and Allocation.
- Reviewed By:*** This item will be reviewed by the Plans and Programs Committee on October 20, 2010. The Jurisdiction Master Agreements have been reviewed by SANBAG counsel and approved by the Colton and Yucaipa City Councils.
- Responsible Staff:*** Steve Smith, Chief of Planning

SANBAG Contract No. **C10256**
by and between San Bernardino County Transportation Authority
and City of Yucaipa for Jurisdiction Master Agreement FY 2010/2011

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>381,060</u> Contingency / Allowance Amount \$ _____		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►			\$ <u>381,060</u>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
515	023	049	54830	_____	4130	\$ <u>127,020</u>
515	023	050	54830	_____	4130	\$ <u>127,020</u>
515	023	051	54830	_____	4130	\$ <u>127,020</u>
Original Board Approved Contract Date: <u>11/3/10</u>				Contract Start: <u>11/3/10</u>		Contract End: <u>7/1/13</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>381,060</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>51511000</u> (C-Task may be used here.) <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: Ty Schuiling	Contract Manager: Steve Smith
-----------------------------------	--------------------------------------

Task Manager Signature	Date	Contract Manager Signature	Date
------------------------	------	----------------------------	------

Chief Financial Officer Signature Date

C10256

Finance will not process any payments without budget authority and properly executed contracts.

**JURISDICTION MASTER AGREEMENT NO. C10256
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF YUCAIPA**

THIS AGREEMENT (the "Agreement") is made and entered into this 13th day of September, 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Yucaipa (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan, which is incorporated herein by this reference, identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues;

WHEREAS, this Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

WHEREAS, SANBAG has determined that the projects proposed by CITY and listed in Attachment A, which is attached hereto and incorporated herein by this reference (individually the "PROJECT" or collectively the "PROJECTS"), are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis (the "SANBAG Nexus Study"); and

WHEREAS, in adherence with the Measure I 2010-2040 Strategic Plan, SANBAG desires to reimburse the CITY for the public share of eligible expenditures (the "Eligible PROJECT Expenditures") for the PROJECTS with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount that is stated in Attachment B, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, SANBAG and the CITY agree to the following:

**ARTICLE I:
RECITALS INCORPORATED**

1. The recitals set forth above are hereby incorporated as part of this Agreement.

**ARTICLE II:
CITY'S RESPONSIBILITIES**

1. CITY shall prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of Eligible PROJECT Expenditures (determined in accordance with Article IV, Section 2). The CITY may submit invoices to SANBAG as frequently as monthly, up the allocation limit specified in Attachment B.
2. CITY shall be responsible for a thirty and nine-tenths percentage (30.9%) share of total Eligible PROJECT Expenditures, as specified in Attachment B.

3. Upon proper notice by SANBAG of its determine by subsequent audit(s) that certain reimbursements to the CITY were impermissible, as explained in Article III, Section 5 of this Agreement, CITY shall, within ninety (90) days or such other period as may be agreed in writing between both parties, either:
 - a. Respond to and/or resolve the findings; or
 - b. Reimburse SANBAG for its share of any reimbursement for Measure I costs that are determined by subsequent audit to be impermissible.

Should the findings not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding or within such other period as may be agreed in writing between both parties hereto, SANBAG may withhold future payments due to CITY from any source under SANBAG's control.

4. CITY shall maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG at the CITY during its regular business hours. Copies will be made and furnished by the CITY at SANBAG's expense upon request.
5. CITY shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support the CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements. CITY shall produce monthly reports that clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
6. CITY shall prepare a Final Report of Expenditures, including a final invoice reporting the actual Eligible PROJECT Expenditures expended for those activities described in the work activities. CITY shall submit the Final Report of Expenditures no later than one hundred and twenty (120) days following the completion of those expenditures. The Final Report of Expenditures must state that the PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described. The CITY shall submit one original and two copies of the Final Report of Expenditures to SANBAG.
7. Upon completion of all PROJECTS, CITY shall be subject to a PROJECT-specific audit completed by SANBAG, at SANBAG's option, at a mutually convenient time and location for both SANBAG and the CITY. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
8. When SANBAG provides the CITY with the name and contact information of the Liaison, the CITY shall include the Liaison in PDT meetings, if and when such meetings are held, and in related communications on PROJECT progress. The CITY shall provide at least quarterly schedule updates to SANBAG.

9. As an Eligible PROJECT Expenditure, the CITY shall post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of both SANBAG and the CITY.

ARTICLE III:
SANBAG'S RESPONSIBILITIES

1. SANBAG shall reimburse the CITY as provided in Article IV of this Agreement within thirty (30) days after CITY submits to SANBAG an original and two copies of the signed invoices covering those actual Eligible PROJECT Expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan.
2. SANBAG may conduct an audit of the costs claimed by the CITY under the provisions of this Agreement. When conducting such an audit, SANBAG shall rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of a prior CITY-performed audit, SANBAG shall rely on work of other auditors to the extent that the work of other auditors is acceptable to SANBAG.
3. SANBAG shall assign a PROJECT liaison (the "Liaison") for purposes of coordinating PROJECT activities and invoice review, and in order to attend Project Development Team ("PDT") meetings. SANBAG shall inform the CITY of the Liaison's name and contact information when he or she is selected.
4. SANBAG's financial responsibility shall be sixty nine and one-tenths percentage (69.1%) of actual cost for Eligible PROJECT Expenditures, up to the allocation limit specified in Attachment B. An estimate of costs for each PROJECT phase is provided in Attachment A.
5. If SANBAG shall determine by subsequent audit(s) that certain prior reimbursements to the CITY were impermissible, SANBAG shall notify the CITY of its findings in writing, specifying the particular non-reimbursable item, the total amount in question as well as the CITY's share, and the reason for the finding of impermissible reimbursement. SANBAG shall allow the CITY the opportunity to respond to and/or resolve the findings within ninety (90) days of notice.

ARTICLE IV:
MUTUAL RESPONSIBILITIES

1. Both the CITY and SANBAG shall abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT or PROJECTS, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this Agreement.
2. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study, and are included in first two (2)

years of the current Capital Project Needs Analysis ("CPNA"), will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.

3. SANBAG may reimburse the CITY in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year as set forth in Attachment B. SANBAG retains the option to reimburse CITY no more than fifty percent (50%) of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining fifty percent (50%) to be reimbursed in the second six (6) months of the fiscal year. SANBAG shall inform the CITY within thirty (30) days of receipt of an invoice for the excess expenditures if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion may be applied to Eligible PROJECT Expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012-2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. The CITY will defend, indemnify and hold harmless SANBAG and its officials, officers, employees, agents and volunteers free and harmless from all tort liability, including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees, experts' fees, or court costs incurred by SANBAG, to the extent arising out of or in any way connected with, in whole or in part, the negligent or reckless acts or omissions or willful misconduct of the CITY or any of the CITY's officers, agents, employees or contractors in the performance of this Agreement. This includes but is not limited to claims, suits and liabilities for bodily injury, death or property damage to any individual or entity, including officers, agents, employees or contractors of the CITY. The provisions of this paragraph shall not apply to claims to the extent arising out of the active negligence or willful misconduct of SANBAG and its officials, officers, employees, agents and volunteers.
6. SANBAG and the CITY are and shall at all times remain, as to each other, wholly independent. Neither the CITY nor any of its agents shall have control over the conduct of SANBAG or any of SANBAG's employees, except as herein set forth, and SANBAG is free to dispose of all portions of its time and activities which it is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as SANBAG wishes except as expressly provided in this Agreement. Likewise, neither SANBAG nor any of its agents shall have control over the conduct of CITY or any of CITY's employees, except as herein set forth, and the CITY is free to dispose of all portions of its time and activities which it is not obligated to devote to SANBAG in such a manner and to such persons, firms, or corporations as the CITY wishes except as expressly provided in this Agreement. SANBAG and the CITY shall have no power to incur any debt, obligation, or liability on behalf of each other or otherwise act on behalf of each other as an agent. SANBAG and the CITY shall not, at any time or in any manner, represent that they or their respective agents, servants or employees, are in any

manner agents, servants or employees of the other party to this Agreement. SANBAG and the CITY agree to pay all required taxes on amounts under this Agreement, and to indemnify and hold the other party to this Agreement harmless from any and all taxes, assessments, penalties, and interest asserted against the other party to this Agreement by reason of the independent contractor relationship created by this Agreement.

7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
8. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.
9. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the San Bernardino County Superior Court.
10. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
11. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and SANBAG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.
12. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.
13. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
14. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval, payment or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the

addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

Mr. Bill Hemsley, Director of Public Works
City of Yucaipa
34272 Yucaipa Blvd.
Yucaipa, CA 92399

To SANBAG:

Liaison: Deborah Robinson Barmack
SANBAG-San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, state, religious, County of San Bernardino or CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated: _____

San Bernardino County Transportation
Authority, A Municipal Corporation

BY: _____
President, Board of Directors

ATTEST:


APPROVED AS TO FORM:

BY: _____
Clerk

BY: _____
Jean-Rene Basle,
SANBAG County Counsel

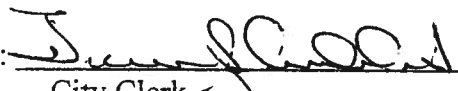
Dated: 9-28-10

City of Yucaipa, A Municipal Corporation

BY: 
Mayor

ATTEST:

APPROVED AS TO FORM:

BY: 
City Clerk

BY: 
Michael Estrada, City Attorney

Attachment A

Project(s) Eligible for Expenditure/Reimbursement of MI Valley Arterial Funds for the City of Yucaipa (\$1,000s)

Yucaipa Blvd				
Widen Yucaipa Blvd from 12th St to 15th St from 4 to 6 lanes				
Project Cost \$2,796,000				
Maximum Public Share: \$1,932,036				
Nexus Study Fair Share: 30.9%				
Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ 8.29	\$ -	\$ -	\$ 8.29
Development Fees	\$ 3.71	\$ -	\$ -	\$ 3.71
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ 89.83	\$ -	\$ -	\$ 89.83
Development Fees	\$ 40.17	\$ -	\$ -	\$ 40.17
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ 381.43	\$ -	\$ -	\$ 381.43
Development Fees	\$ 170.57	\$ -	\$ -	\$ 170.57
Construction (CONST)				
Prop 1B	\$ 550.00	\$ -	\$ -	\$ 550.00
Prop 42	\$ 400.00	\$ 93.00	\$ -	\$ 493.00
Local Stimulus	\$ 555.00	\$ -	\$ -	\$ 555.00
TDA	\$ 410.00	\$ -	\$ -	\$ 410.00
MI Valley Arterial	\$ 64.95	\$ -	\$ -	\$ 64.95
Development Fees	\$ 29.05	\$ -	\$ -	\$ 29.05
Total Project				
Prop 1B	\$ 550.00	\$ -	\$ -	\$ 550.00
Prop 42	\$ 400.00	\$ 93.00	\$ -	\$ 493.00
Local Stimulus	\$ 555.00	\$ -	\$ -	\$ 555.00
TDA	\$ 410.00	\$ -	\$ -	\$ 410.00
MI Valley Arterial	\$ 544.50	\$ -	\$ -	\$ 544.50
Development Fees	\$ 243.50	\$ -	\$ -	\$ 243.40

Ave E					
Widen/Intersection Improvements on Ave E, Between 5 th Street and Bryant Street					
Project Cost: \$582,000					
Maximum Public Share: \$402,160					
Nexus Study Fair Share: 30.9%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial	\$ 8.29	\$ -	\$ -	\$	8.29
Development Fees	\$ 3.71	\$ -	\$ -	\$	3.71
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ 59.43	\$ -	\$ -	\$	59.43
Development Fees	\$ 26.57	\$ -	\$ -	\$	26.57
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ -	\$ 192.79	\$ -	\$	192.79
Development Fees	\$ -	\$ 86.21	\$ -	\$	86.21
Construction (CONST)					
MI Valley Arterial	\$ -	\$ 92.59	\$ 80.00	\$	172.59
Development Fees	\$ -	\$ 41.41	\$ 87.00	\$	128.41
Total Project					
MI Valley Arterial	\$ 67.72	\$ 285.38	\$ 80.00	\$	433.10
Development Fees	\$ 30.28	\$ 149.56	\$ 87.00	\$	266.84

* Project finished in subsequent fiscal years

Yucaipa Blvd					
Widen Yucaipa Blvd from 15th St to I-10 from 4 to 6 lanes					
Project Cost \$2,630,000					
Maximum Public Share: \$1,212,010					
Nexus Study Fair Share: 30.9%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
Prop 1B	\$ 28.00	\$ -	\$ -	\$	28.00
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ 27.60	\$ -	\$ -	\$	27.60
Development Fees	\$ 12.40	\$ -	\$ -	\$	12.40
Prop 1B	\$ 191.00	\$ -	\$ -	\$	191.00
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ 28.30	\$ 41.00	\$ -	\$	69.30
Development Fees	\$ 12.70	\$ -	\$ -	\$	12.70
Construction (CONST)					
Prop 1B	\$ -	\$ -	\$ -	\$	-
Prop 42	\$ -	\$ 307.00	\$ -	\$	307.00
MI Valley Arterial	\$ -	\$ 206.00	\$ 300.00	\$	506.00
Development Fees	\$ -	\$ -	\$ 443.00	\$	443.00
Total Project					
Prop 1B	\$ 219.00	\$ -	\$ -	\$	219.00
Prop 42	\$ -	\$ 307.00	\$ -	\$	307.00
MI Valley Arterial	\$ 55.90	\$ 247.00	\$ 300.00	\$	602.90
Development Fees	\$ 25.10	\$ -	\$ 443.00	\$	468.10

* Project finished in subsequent fiscal years

Attachment B

**Allocation Limit and Program Accounting of
MI Valley Arterial Funds for the City of Yucaipa**

Allocation/Reimbursements	Amount
FY 10/11 MI Valley Arterial Allocation	\$ 381,060.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$ 381,060.00
FY 10/11 Projected New MI Expenditures	\$ 1,298,380.00
FY 10/11 Projected New MI Adv Expenditures	\$ 1,298,380.00
Additional Programming Capacity	\$ -
Cumulative Allocation	\$ 381,060.00
Cumulative Reimbursements*	\$ -
Outstanding Unreimb Advance Expenditures	\$ 479,230.00

* Includes both reimbursed project and advance expenditures.